

Quote Number: 00109120

Created Date: 7/25/2017

Expiration Date: 8/24/2017

CONTACT INFORMATION:

Company: Mbari Monterey Bay Aquarium Resear
Contact Name: Jon Erickson
Email: jon@mbari.org
Phone: +(831) 775-1921
Fax:
Account CSN: 5127475088

Autodesk Contact: Aileen McGoldrick
Email: aileen.mcgoldrick@autodesk.com
Phone: +1 (415) 5076637
Fax:

ORDER DETAILS:

Product Line	Product Type	License Type	Term	Units	Quote Unit Price*	Quote Price*	Line Item Description
Autodesk Helius Composite	Subscription	New	Annual	1.00	USD 415.00	USD 415.00	91811-WWN500-T427

TOTALS*: USD 415.00

*PLEASE NOTE THAT THE ABOVE QUOTED PRICES ARE EXCLUSIVE OF ALL/ANY APPLICABLE SHIPPING OR DELIVERY COSTS, TAX, LEVY OR SIMILAR GOVERNMENTAL CHARGE WHICH SHALL BE ADDITIONALLY PAYABLE BY CUSTOMER SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS ATTACHED TO THIS QUOTE FORM.

CONTRACT DETAILS:

Payment Terms:N30

Currency:USD

Subscription Agreement:

Additional Agreement Numbers:

VAT/GST Code or Number:

Description:

This Quote is valid until the 8/24/2017

PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE ATTACHED AUTODESK DIRECT SALE TERMS AND CONDITIONS PRIOR TO PLACING YOUR ORDER WITH AUTODESK.

We hereby place an order for the Products, Subscriptions and/or services listed in this Quote subject to the attached Autodesk Direct Order Terms and Conditions and the other terms and conditions referred to hereinabove.

Customer/Company Name

Purchase Order Number
(PO Must be attached)

Address

Order Date

Signature

Name (Please Print)

Title

Autodesk, Inc.
111 McInnis Parkway
94903 - San Rafael, CA, USA
Phone: +1-415-507-5000, Fax: +1-415-507-5100
Tax number 94-2819853

Please return the signed quotation and T&C with a copy of your Purchase Order attached to:

Aileen McGoldrick
aileen.mcgoldrick@autodesk.com
+1 (415) 5076637

Autodesk Direct Order Terms and Conditions

These Direct Order Terms and Conditions together with the applicable Terms of Use (as defined below) govern the attached quote for products and/or services issued by the Autodesk company specifically identified below ("Autodesk"). Upon signature by the authorized representative of the entity whose information is set forth in the quote ("Customer"), these terms and conditions together with the applicable Terms of Use that accompany the products and/or services being purchased, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date signed by Customer.

1. Payment. Payment is due thirty (30) days from date of invoice, unless otherwise stated on the attached quote, and shall be subject to Autodesk credit approval. Any payment overdue will be subject to interest charges which shall accrue at a rate of one percent (1.5%) per month (18% annually), or the maximum rate permitted by law, whichever is less, from the due date until the total invoice amount has been paid in full. Autodesk term-based products and web-based services are generally made available by Autodesk on an annual term basis; however, Autodesk may, at its sole discretion, make certain term-based products and web-based services available on a month-to-month order basis. If the products and services in the attached quote are term-based products or services that are made available by Autodesk monthly and ordered on a month-to-month basis, Customer agrees to pay the monthly fee in advance after receipt of an Autodesk invoice; if Customer fails to timely pay the fee, Autodesk may terminate the availability of those products and/or services to Customer. Any month-to-month term shall automatically renew each month for an additional month but such renewals shall not exceed a total of twelve (12) months, and shall terminate automatically either when Customer i) fails to pay the fee when due; ii) notifies Autodesk with at least 10 days advance written notice that it does not intend to continue with the product and/or service for the following month; or iii) upon completion of twelve (12) months of the product and/or service. The monthly fee will be prorated for the first partial month of product and/or service, as applicable.

2. Prices, Fees and Taxes. All prices and amounts payable by Customer under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any federal, state or local sales, excise, use or goods and services taxes, or the equivalent, whether based on the delivery, possession or use of the products or services, the execution or performance of the Agreement or otherwise ("Taxes"), except for net income, net worth or franchise taxes assessed on Autodesk. Any such Taxes to be collected by Autodesk shall be the responsibility of the Customer, and shall appear as a separate item on Customer's invoice (unless Autodesk receives a valid tax exemption certificate from Customer prior to shipment).

3. Delivery. Any products in the attached quote to be shipped to Customer shall be delivered to Customer or its carrier agent duty unpaid, and Customer shall bear all applicable Taxes, duties and similar charges that may be assessed after delivery to the carrier at Autodesk's plant. Unless otherwise instructed in writing by Customer, Autodesk shall select and instruct the carrier as to these agreed terms. All freight, insurance, and other shipping expenses, as well as any special packing expense, shall be paid by Customer. Autodesk will use reasonable commercial efforts to minimize delivery delays; however, Customer's sole remedy if any scheduled delivery is delayed for more than sixty (60) days will be to cancel this agreement in writing, without further liability to either party. With respect to shipment of products within the United States, Autodesk shall ship products to fulfill this order FCA (Incoterms 2010) to Customer destinations within the United States as designated in this order. With respect to shipment of products within Canada, Autodesk shall ship products to fulfill this order DDP (Incoterms 2010) to Customer destinations within Canada as designated in this order. With respect to shipment of products within Latin America, Autodesk shall ship products to fulfill this order Ex Works (Incoterms 2010) to Customer destinations within Latin America as designated in this order. Notwithstanding the foregoing, Autodesk reserves the right to fulfill software product and/or service orders in the attached quote by making such software products or services available to Customer for download from a website designated by Autodesk or accessible via a link, and (where applicable) by sending valid corresponding serial numbers for those Products or Services to Customer. In this case, delivery shall occur when such electronic (remote) access to the Products or Services has been made available for download or has been made accessible via a link to Customer, or (where applicable) valid corresponding serial numbers have been sent to the email address supplied by Customer with the order. Where applicable, Customer shall be responsible for importing Products fulfilled electronically into the Customer's country.

4. Terms of Use for Products and/or Services Purchased. All references in these terms and conditions and the attached quote to the sale, selling, quote or purchase of "products" which are software programs shall mean the sale of the applicable end user license to use with respect to software programs. Customer agrees to use each product and/or service purchased hereunder in accordance with the terms and conditions ("Terms of Use") that accompany, or are otherwise designated by Autodesk as governing the use of, such product or services and that are available at the following website(s) or any successor or other website or location as may be designated by Autodesk: .

· If Customer is purchasing licenses to use Autodesk software programs:
<http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=10235425>

· If Customer is purchasing Subscription for Autodesk software programs: www.autodesk.com/terms

· If Customer is purchasing web-based services: <http://autodesk.com/termsofservice>

If Customer is purchasing consulting or training services: <http://usa.autodesk.com/legal-notices-trademarks/>

5. Limitation of Liability. THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE TOTAL LICENSE OR OTHER FEES PAID BY THE CUSTOMER TO AUTODESK UP TO A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Export Controls. In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them.

7. Confidential Information. Customer shall hold in confidence all pricing and business information disclosed by Autodesk during the term of the Agreement. The obligations of confidentiality shall not extend to a) information which is in the public domain at the time of its transmittal or which subsequently comes into the public domain without violation of an obligation of confidence assumed hereunder; b) information rightfully received from a third party without violation of an obligation of confidence; or c) information which Customer can show to have been in its possession at the time of transmittal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. Customer further acknowledges that no additional or different terms or conditions submitted on any purchase order issued by Customer, including any preprinted terms, shall be applicable to this Agreement or binding on Autodesk unless specifically agreed to in writing by an authorized representative of Autodesk. Customer acknowledges and agrees that i) Autodesk is under no obligation to proceed with or implement any Autodesk business or product plans, product roadmaps and proposed products specifications that Autodesk may have discussed with Customer, including those discussed pursuant to confidentiality agreements; ii) any statements by Autodesk, including in connection with such plans, are not intended to be a promise or guarantee of future delivery of products, services or features; and iii) Customer is not making purchasing decisions in reliance on Autodesk statements made in connection with such plans or otherwise. Les parties aux présentes confirment leur volonté à ce que cette entente ainsi que tous les documents qui s'y rattachent, y compris les avis, soient rédigés en anglais.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE APPLICABLE TERMS OF USE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE CUSTOMER'S SIGNATURE ON THE QUOTE INDICATES THAT CUSTOMER UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY ITS PROVISIONS.

10. Surviving Provisions. Sections 4, 5, 6, 7, 9 and 10 of these Autodesk direct order terms and conditions shall survive expiration of these terms and conditions.